

Terms and Conditions

1. Payments, fees, and charges

1. If you nominate to pay automatically via your Nominated Credit Card, you must register your Nominated Credit Card before your Account is activated.
2. The nominated top-up amount will be charged to your Nominated Credit Card. Your account will automatically top-up once the balance reaches \$10.
3. You are responsible for Fees and/or Fines incurred in connection with your Parking Account, your Authorised Vehicles and these Terms and Conditions.
4. Each time one of your Authorised Vehicles is used to enter and/or exit the Car Park or incurs additional services we may debit from your Nominated Credit Card the applicable Fees.
5. You may be prevented from exiting your vehicle from the Car Park if your Parking Account has been suspended or is not up to date and you will be required to visit a Pay Station and pay any applicable charges before exiting the Car Park.

2. Payment methods and authority

1. You can pay any Fees and other charges incurred on your Parking Account by authorising us to debit amounts from a Nominated Credit Card
2. By authorising us to debit amounts from a Nominated Credit Card you:
 - warrant to us that you are an authorised signatory to the Nominated Credit Card; and
 - authorise us to debit the Nominated Credit Card with the Fees, and any other payments and amounts owing, deposits, fees or charges in accordance with these Terms and Conditions.
3. If you believe there has been an error in debiting the Nominated Credit Card you must contact us as soon as possible so that we can attempt to resolve the problem. If we cannot resolve the problem you can refer it to your financial institution.

4. If we incorrectly credit an amount to the Nominated Credit Card you authorise us to recover the amount from the Nominated Credit Card as a charge under these Terms and Conditions.
5. We reserve the right to charge you a merchant services fee for using your Nominated Credit Card to make payments in accordance with these Terms and Conditions. Any such fee will be disclosed on the Website.
6. You are at all times responsible for paying any amounts owing under these Terms and Conditions and ensuring there are sufficient clear funds/credit available in any Nominated Credit Card to meet your payment obligations under these Terms and Conditions.
7. If there is insufficient credit available in a Nominated Credit Card to meet your payment obligations under these Terms and Conditions, or your Nominated Credit Card is declined, you may be charged fees and charges and/or interest by your financial institution and your Parking Account may be suspended.
8. If your credit card expires before you update your payment option, and we cannot process payments from you, you may receive an email notifying you of the shift of your payment type to “casual rates”. If this happens, you’ll need to pay at a Pay Station until such time as you update your account with a valid credit card.
9. You must notify us immediately if the Nominated Credit Card expires, is cancelled, suspended or is otherwise not useable. In these circumstances we may suspend your Parking Account unless you have provided us with details of the alternative Nominated Credit Card and an authority for us to debit the alternative Nominated Credit Card, you can do this via the manual top-up feature in your account.

3. Parking Account Statements, notifications and tax invoices

1. You may view your Account Statement at any time by logging into your Account on the IHF Parking Website and clicking on the "Statement" tab. Please note it may take 24 hours for your first activity to appear after setting up your account.

2. If you have opted for marketing material, we may also send you information about the IHF, our products and events. You may opt out of this at any time.
3. If you opt-in to receive promotional messages at the time you register for an account, e-mail messaging services or other similar services in relation to selected Parking Accounts you may opt out of receiving these services via the notification preferences within your Parking Account. These Terms and Conditions will apply to such services when they become available. Further details of the services and any fees or charges and the conditions which apply to the services may be included on the Website from time to time.
4. Email messages will be sent to the email address nominated in your Parking Account.

4. Closing a Parking Account

1. You may close your Parking Account at any time by going to the “Close Account” tab on your parking account. You will receive a full refund of your remaining balance.
2. If there is any credit balance in your Parking Account we will return this to you within 30 days after receiving notification from you to close your Parking Account by crediting the Nominated Credit Card with the credit balance.

5. Authorised Vehicles

1. You will be liable for the applicable fees and charges incurred by any Authorised Vehicle whilst that Authorised Vehicle is linked to your Parking Account, such as illegal parking.
2. You are liable for all fees and charges incurred by other persons who use your Authorised Vehicle.
3. If an Authorised Vehicle is lost or stolen you must notify us immediately. You are liable for any Fees incurred in respect of an Authorised Vehicle until you notify us. Once we receive notification from you, we will endeavour to have the

Authorised Vehicle deactivated from your Parking Account as soon as reasonably practicable.

6. Liability

To the extent permitted by law, we will not be liable or responsible to you for, and you release us from and indemnify us against:

1. any loss, damage, liability or claim including but not limited to loss, damage or corruption of data or records, loss of opportunity, revenue, profit, goodwill anticipated savings, or other economic loss, liability, expense, costs or damage; or
2. any indirect, consequential or economic loss or loss of profits, or incidental or punitive damages, however arising, suffered by you under or in connection with, in connection with the Ticketless Parking System, the Website or in connection with these Terms and Conditions, except to the extent such loss, damage, liability or claim is caused by our negligent act or omission.

7. Use of information collected in your Application

If you have opted in to receive promotional communications from us, your personal information may be used to enable you to be informed about upcoming events, activities and promotions. You can opt out of receiving any marketing information at any time by logging into your account and updating your Notification settings.

8. Credit card details held

If you are a Ticketless Parking System customer, and provide your credit card information in relation to your Parking Account through the Website, your credit card information will be stored and retained by the Ipswich Hospital Foundation or its agents for your future transactions. You can manage your credit card information by logging into your account, going to the "Modify Account Details" section and editing your "Payment Details".

9. General

1. You must, at all times, comply with all applicable laws in your use of the Website and the Ticketless Parking System.
2. You represent and warrant that you have full power to enter into and perform your obligations under these Terms and Conditions.
3. You agree that your use of the Car Park is subject to the Car Park terms and conditions and any other signage displayed in the Car Park from time to time, and directions given by us whilst you are using our Car Park.
4. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any provisions of any legislation which may not be excluded, restricted or modified by agreement.
5. We may in our absolute discretion amend, vary, or replace these Terms and Conditions at any time (effective immediately) without giving a reason by posting any amendments, variations or replacement terms and conditions on the Website. You will be bound by the amended, varied or replaced terms and conditions until you close your Parking Account.
6. We may assign, novate or otherwise deal with any of our rights or obligations under these Terms and Conditions without obtaining your consent.
7. If we fail at any time to insist upon strict performance of any of your obligations under these Terms and Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms and Conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms and Conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
8. Queensland laws govern these Terms and Conditions and you agree to submit to the jurisdiction of courts exercising jurisdiction there.
9. You are responsible for the payment of any and all taxes, duties, charges, imposts or other liabilities imposed by any government agency, government taxation

agency or other government body, including without limitation, any customs duty, any additional GST payable or any value added tax imposed on any service acquired or ordered by you from the Website.

10. These Terms and Conditions and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement whether oral or in writing.

10. Enquiries and complaints

Visit the following link to find out where to direct your enquiries and complaints www.ihfparking.com.au or contact carpark@ihfoundation.org.au

11. Copyright and intellectual property rights

All trademarks, brands and names appearing on the Website are the property of their respective owners. Nothing contained on the Website is intended to grant any express or implied right to you to use or exploit any patent, copyright, trademark or trade secret information. No trademarks, brands or names, including as part of domain names or email addresses, may be used in any manner that is likely to cause confusion.

12. Security

1. We use internet standard encryption technology ("SSL" or "Secure Socket Layer" technology) to encode personal data that you provide to us when creating your Parking Account. The closed 'padlock' symbol in the address bar of your browser indicates that you are using an encrypted connection. Click on the 'padlock' to see additional information about the certifying authority and the contents of the SSL certificate.
2. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures when accessing your Parking Account through the Website, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to

disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

3. Whilst we take appropriate technical and organisational measures to safeguard the personal data that you provide to us, no transmission over the internet can ever be guaranteed secure. Consequently, please note that we cannot guarantee the security of any personal data that you transfer over the internet to us or our payment gateway.
4. If you are using a computer or terminal in a public location, we recommend that you always log out and close the website browser when you complete an online session for your security. In addition, we recommend that you take the following security measures to enhance your online safety:
 - Keep your account passwords private. Remember, anybody who knows your password may access your account.
 - When creating a password, use at least 8 characters, containing both letters and numbers and at least one capital letter. Do not use dictionary words, your name, email address, or other personal data that can be easily obtained. You can change your password by logging into your Parking Account and clicking 'Change Password'.
 - Avoid using the same password for multiple online accounts.

13. Privacy

1. We may collect your personal information through your use of the Website or through your contact with us. Any personal data and other information provided by you will be processed by us in accordance with the Ticketless Parking Privacy Statement and our Privacy Policy
2. You may access your personal information by logging into your Parking Account, once registered.

14. Disclaimer

1. You acknowledge that the Internet can be an unstable and, sometimes, insecure marketplace. At times the Website may not be available, or Applications or online payments may not be processed or may not be accepted for reasons beyond our control. In these circumstances we accept no responsibility. We do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us, including your credit card details, is transmitted at your own risk and we are not responsible while such information is in transit.
2. Subject to any non-excludable provisions in the Competition and Consumer Act 2010 and similar State or Territory legislation in Australia:
 - we expressly disclaim any implied or express warranties or conditions of any kind, including non-infringement of intellectual property rights relating to information or materials accessible from or on the Website; and
 - we shall not be liable to you for any damage resulting from use of or reliance on the materials or information on the Website or any other loss or damage whatsoever including, but without limitation, special, indirect, consequential or incidental loss or damage (including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss), or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, even if we are expressly advised of the likelihood of such loss or damage.

15. General

1. Parts of the Website, or other services offered via the Website, may be outsourced to third party providers. These Terms and Conditions apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.
2. All Parking Areas operate on a first in, first served basis. Available spaces in a designated Parking areas are not guaranteed. In the event that Parking areas are

full, parkers will be required to find alternative offsite parking, or park in public Car Park areas subject to payment of the applicable standard public parking rates displayed at the entrance to the Car Park.

3. Upon entering the Car Park, Parkers will be entitled to a grace period in which to drive through the carpark. If parkers exceeds the grace period then standard parking rates will apply from the time of entry.
4. We may vary the Permanent Parking Fee at our discretion by giving the Permanent Account holders (1) months' notice of the new Fee. We may give such notice via email to Parkers at the email address identified in the Parking Account.
5. The government area may change from time to time (including relocation to off-site locations).
6. If the credit card on the Parking Account is not up to date for a period of 30 consecutive days it may be suspended until the Parker notifies us of its resumed use.
7. Parkers engaging in fraudulent activity (as reasonably determined by us) including "sneak throughs" or "tailgating" may have their Parking account suspended or cancelled without notice.